

ARBITRATION AGREEMENT



1. PARTIES

The Parties to this Arbitration Agreement are TeleTech Holdings, Inc., including all of its officers, directors, agents, employees, subsidiaries and affiliates (hereinafter collectively referred to as "TeleTech" or the "Company") and Ronald Means ("Employee").

2. RECITALS

This Arbitration Agreement is made with reference to the following facts.

- 2.1 The activities and the business of the Company affect interstate commerce.
- 2.2 The Employee, while performing duties for the Company, is engaging in an activity that affects interstate commerce.

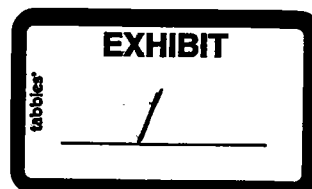
3. AGREEMENT TO ARBITRATE

The Company and the Employee agree that any disputes that arise between the Employee, on the one hand, and the Company, or pension and benefit plans and their administrators, sponsors, fiduciaries and agents, on the other hand including disputes arising after termination of Employee's employment by Company, which cannot be resolved within the Company, shall be submitted to binding arbitration before a sole neutral arbitrator of the American Arbitration Association ("AAA") in Denver, Colorado, in the city in which Employee is employed by the Company, pursuant to the AAA's Employment Dispute Resolution Rules. By agreeing to arbitrate all disputes before an arbitrator selected under AAA rules, the Company and the Employee give up the right to a jury trial.

4. COUNSEL

Either party has the right to have counsel represent him or her or it at the arbitration hearing and in pre-arbitration proceedings, if the party so desires.

5. CONSIDERATION



The Company and the Employee agree and acknowledge that the consideration for this Arbitration Agreement is the mutual exchange of promises by the Company and the Employee to arbitrate their disputes. In addition, Employee acknowledges that his or her offer of and continued employment is consideration for his/her promises contained in this Arbitration Agreement.

6. DEMAND & NOTICE

- 6.1** The Company or the Employee shall initiate arbitration under this Agreement by written notice to AAA in Denver, Colorado or in the AAA regional office closest to the city where Employee is employed by the Company, with a copy of the notice mailed to the other party. Notice to the Employee shall be mailed to the address listed in the Company's personnel file and notice to the Company shall be to the General Counsel, TeleTech Legal Department, 1700 Lincoln Street, Suite 1400, Denver, Colorado 80203-4514.
- 6.2** Within 20 days of the date of the initial notice, the party initiating arbitration shall send to the other party a complaint containing a short and plain statement of the claim in accordance with Rule 8 of the Federal Rules of Civil Procedure. The opposing party shall answer in accordance with FRCP 8.
- 6.3** A single arbitrator shall be mutually selected by the parties in accordance with AAA rules except, at the request of either party, the arbitrator shall be admitted to practice law for at least five years, with prior experience in at least five employment cases as a lawyer, judge or arbitrator.

7. SCOPE OF ARBITRATION

7.1 Disputes Included

Except as specifically excluded in 7.2 below, this Arbitration Agreement covers any and all disputes between the Company and Employee. Such disputes include by way of example only and not limited to, disputes regarding Employee's employment with the Company and termination thereof, employment discrimination, harassment and retaliation, wrongful discharge, defamation, invasion of privacy, negligence, intentional infliction of emotional distress, wages, benefits and overtime, leave, and disputes regarding the formation and enforceability of this Arbitration Agreement.

7.2 Disputes Excluded

The following categories of disputes are excluded from the scope of coverage of this Arbitration Agreement: (1) Workers' Compensation and unemployment compensation claims; and (2) claims for injunctive relief arising out of irreparable injury from breach or threatened breach of any duty owed by Employee to the Company.

- 7.3 If any party contends that some claims or disputes are not by law subject to arbitration, the issue of arbitration shall be determined by the arbitrator. Disputes not subject to arbitration shall be dismissed and the party asserting such claims may then elect to proceed in the proper forum, subject to a tolling of the applicable statute of limitations from the date of the arbitration demand to the date that the arbitrator determined that such claims were not arbitrable. All other claims shall proceed to arbitration.

8. DISCOVERY

At the request of either party, discovery shall be conducted in accordance with the Federal Rules of Civil Procedure; but the discretion granted by those rules shall be exercised in a manner consistent with the avoidance of undue expense, delay, and undue burden. The arbitrator shall manage discovery in an expeditious and efficient manner.

9. POWERS AND DUTIES OF THE ARBITRATOR

9.1 Authority of the Arbitrator To Resolve Discovery Disputes

The arbitrator shall have the authority to resolve any discovery disputes that arise between parties, and to hold conferences by telephone or in-person, as necessary.

9.2 Authority of the Arbitrator to Resolve Disputes Concerning the Interpretation, Applicability or Enforceability of this Agreement

The arbitrator shall have the authority to resolve any dispute relating to the interpretation, applicability or enforceability of this Arbitration Agreement, but shall apply the written terms of this agreement wherever the meaning may be fairly determined from the language of this agreement.

9.3 Pre-Hearing Conference

At the request of either party, the arbitrator shall conduct a pre-hearing conference for the purpose of identifying the issues, managing discovery, identifying the

witnesses to be called by each side and the exhibits to be relied upon at the hearing by each party, and to impose whatever time or other limitations the arbitrator deems appropriate to ensure an expeditious and fair proceeding.

9.4 Authority of the Arbitrator to Hear and Rule on Dispositive Motions

The arbitrator shall hear and rule on any dispositive motions, including but not limited to motions to dismiss, motions to strike, motions for summary judgment. The Arbitrator shall apply the standards governing such motions under the Federal Rules of Civil Procedures.

9.5 Authority of the Arbitrator to Award Equitable Relief

The arbitrator shall have the jurisdiction to award any relief, including equitable relief, as may be authorized by law.

9.6 Duty of the Arbitrator to Render Written Opinion

The arbitrator is required to render his or her decision in writing, with an opinion stating the legal and factual bases of his or her decision.

9.7 Other Procedural Authority

The arbitrator shall have the authority to enter appropriate orders to maintain and/or enhance the efficiency of the arbitration process, and shall strive to avoid unnecessary costs and delays.

10. PROCEEDINGS AND BRIEFING

10.1 Evidence

At the request of either party, the hearing shall be conducted under the Federal Rules of Evidence.

10.2 Written Transcript of the Proceedings

Either party has the right to have a written transcript made of the arbitration proceedings. The transcript shall be paid for by the party requesting it.

10.3 Submissions

Either party has the right to file pre- and post-arbitration briefs, which shall be considered by the arbitrator. The arbitrator shall issue a briefing schedule to ensure the timely resolution of the dispute, and may limit the length of written submissions.

11. PAYMENT OF COSTS AND FEES OF THE ARBITRATOR

11.1 Costs

Each party shall bear its own fees and costs incurred in connection with the arbitration. The arbitrator, however, shall have the discretion to award fees and costs to the prevailing party in accordance with prevailing law.

11.2 Fee of the Arbitrator

The arbitrator's fees shall be paid by the Company.

12. ENFORCEMENT

The arbitrator's award shall be final and binding and may be enforced in any court of competent jurisdiction pursuant to the Federal Arbitration Act, except that the reviewing court shall refuse to enforce or shall overturn the arbitrator's award if the arbitrator committed an error of law that unfairly prejudiced the substantial rights of a party.

13. ENTIRE AGREEMENT

This is the entire Agreement between the Company and the Employee and supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications and agreements that may have been made in connection with Employee's employment. No representative of the Company has the authority to make any contrary oral agreement. This Agreement, or any provision of it, may only be amended, modified or terminated by a writing executed by the Employee and by the President of TeleTech.

14. SEVERABILITY

All sections, paragraphs, portions and provisions of this Arbitration Agreement are severable. If any section, paragraph, portion or provision of this Arbitration Agreement is ruled to be invalid, null, void or otherwise unenforceable, then this Arbitration Agreement shall be interpreted as if such invalid, null, void or otherwise unenforceable section, paragraph, portion or provision was not a part of the Arbitration Agreement, and such a ruling shall not affect the validity or enforceability of the remainder of the provisions in the Arbitration Agreement.


15. SUBSTANTIVE RIGHTS

Except for the right to a jury trial, this Agreement is not intended to effect or waive the substantive legal rights of the Company or the Employee. Except for the right to a jury trial, the Employee retains all rights and remedies under Title VII of the Civil Rights Act, the Equal Pay Act, the Age Discrimination in Employment Act, and the American's with Disabilities Act.

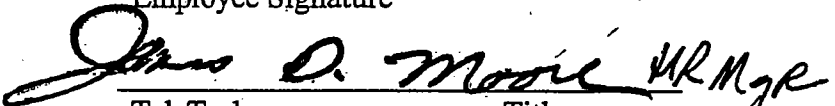
16. SURVIVAL

This Arbitration Agreement shall survive the termination of Employee's employment by the Company even if that termination is found to have been wrongful.

Dated: 2/12/01


Employee Signature

Dated: 2-12-01


TeleTech Title